

## SCHEDULE C-1 (FEC Form 3X)

## LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

Supplementary for  
Information found on  
Page \_\_\_\_ of Schedule C

NAME OF COMMITTEE (In Full) <b>DNC SERVICES CORPORATION/DEMOCRATIC NATIONAL COMMITTEE</b>		Transaction ID: <b>LCB CENTER</b>	FEC IDENTIFICATION NUMBER <b>C00010603</b>	
LENDING INSTITUTION (LENDER) Full Name <b>Amalgamated Bank</b>		Amount of Loan <b>10000000.00</b>	Interest Rate (APR) <b>LIBOR+3.5</b> %	
Mailing Address <b>275 7th Ave</b>		Date Incurred or Established <b>10 / 28 / 2014</b>	Date Due <b>02 / 01 / 2018</b>	
City <b>New York</b>	State <b>NY</b>	Zip Code <b>10001</b>	<b>Back Ref L8</b>	
A. Has loan been restructured? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, date originally incurred <b>10 / 28 / 2014</b>				
B. If line of credit, Amount of this Draw: <b>0.00</b>		Total Outstanding Balance: <b>2000000.00</b>		
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)				
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <b>All real and personal property, goods, negotiable instruments, accounts receivable, and cash on depo</b>			What is the value of this collateral? <b>10000000.00</b> Does the lender have a perfected security interest in it? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <b>All income, revenues, and contributions now and hereafter arising up to the amount of the loan.</b> A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: <b>08 / 03 / 2012</b>			What is the estimated value? <b>10000000.00</b> Location of account: <b>Amalgamated Bank</b> Address: <b>275 7th Ave</b> City, State, Zip: <b>New York NY 10001</b>	
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.				
G. COMMITTEE TREASURER Typed Name <b>Mr. Brad Marshall</b> Signature <i>Brad Marshall</i>			DATE <b>01 / 20 / 2016</b>	
H. Attach a signed copy of the loan agreement.				
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.				
AUTHORIZED REPRESENTATIVE Typed Name <b>Mr. David Hemingway</b> Signature <i>David Hemingway</i>			DATE <b>01 / 20 / 2016</b>	
Title <b>SVP</b>				

**AMENDMENT NO. 1 TO LOAN AGREEMENT**

THIS AMENDMENT NO. 1 TO LOAN AGREEMENT (this "Amendment") is entered into as of November 4, 2015, among DNC SERVICES CORPORATION, a non-profit corporation organized under the laws of the District of Columbia ("DNC Services"), DEMOCRATIC NATIONAL COMMITTEE, a non-profit unincorporated political association established by the Charter of the Democratic Party of the United States ("DNC" and, together with DNC Services, collectively and in all cases jointly and severally, the "Borrowers" and sometimes each is referred to individually as a "Borrower"), and AMALGAMATED BANK (the "Bank"). Capitalized terms that are defined in the Loan Agreement referred to below and are not otherwise defined herein shall have the respective meanings given them in the Loan Agreement.

**Recitals**

WHEREAS, the Borrowers and the Bank have entered into that certain Loan Agreement dated as of October 28, 2014 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"), governing a credit facility provided by the Bank to the Borrowers; and

WHEREAS, the Bank and the Borrower wish to amend the Loan Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers and the Bank agree as follows:

**Agreement**

1. Amendments to the Loan Agreement.

(a) Schedule 1 to the Loan Agreement is hereby deleted and Schedule 1 to this Amendment is hereby substituted therefor.

(b) The definition of the term "Maturity Date" set forth in Section 1 (Definitions) is hereby amended by deleting the date "June 1, 2016" therefrom and inserting the date "February 1, 2018" in its place.

(c) Section 2(a) (The Term Loan) is hereby amended by deleting the date "June 30, 2015" therefrom and inserting the date "October 31, 2016" in its place.

(d) Section 7 (Repayment of the Term Loan) is hereby amended (i) by deleting the date "June 30, 2015" and inserting the date "October 31, 2016" in its place

and (ii) by deleting the date "July 1, 2015" and inserting the date "March 1, 2017" in its place.

(e) Section 14 (Use of Proceeds) is hereby amended by deleting the year "2014" therefrom and inserting the year "2016" in its place.

2. Reaffirmation; Consistent Changes. Each Borrower hereby ratifies, confirms, and reaffirms all terms and conditions of the Loan Agreement and other Loan Documents, and all security or other collateral granted to Bank. Except as expressly modified pursuant to this Amendment, the terms of the Loan Agreement and other Loan Documents remain unchanged and in full force and effect.

3. No Default; Representations and Warranties. Each Borrower represents and warrants that:

(a) Each and every representation and warranty made by it in the Loan Documents is on the date hereof true and correct, unless such representation or warranty relates to an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date, and that it is in full compliance with all covenants and agreements in the Loan Documents.

(b) No Default or Event of Default has occurred and is continuing.

(c) The execution, delivery and performance by such Borrower of this Amendment (i) has been duly authorized by all necessary action on the part of such Borrower, (ii) will not violate any applicable law or regulation or the organizational documents of such Borrower, (iii) will not violate or result in a default under any indenture, agreement or other instrument binding on such Borrower or any of its assets, and (iv) do not require any consent, waiver or approval of or by any Person (other than the Bank) which has not been obtained.

4. No Offsets; Borrowers' Waiver and Release. Each Borrower hereby acknowledges and agrees that it is unconditionally liable for the full, prompt and complete performance and payment of all Obligations arising under the Loan Documents in accordance with the terms of such Loan Documents.

5. Conditions to Effectiveness. The effectiveness of this Amendment is subject to the satisfaction of each of the following conditions precedent, which shall be deemed satisfied upon the Bank's execution and delivery hereof absent conclusive evidence to the contrary:

(a) *This Amendment.* The Bank shall have received from each Borrower an executed counterpart of this Amendment, executed and delivered by an authorized signatory of such Borrower.

(b) *Borrowers' Officers' Certificates.* The Bank shall have received a certificate, dated the date hereof, of the Secretary or Assistant Secretary or other analogous counterpart of each Borrower (i) attaching a true and complete copy of the

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resolutions of its Board of Directors and of all documents evidencing all necessary corporate action (in form and substance satisfactory to the Bank) taken by it to authorize the Loan Documents and the transactions contemplated thereby, (ii) attaching a true and complete copy of its Organizational Documents (a statement therein certifying that the certificate of incorporation, charter and by-laws, as applicable, delivered to the Bank under the Secretary's or Officer's Certificate of such Credit Party dated October 28, 2014, have not been amended, modified, revoked or rescinded as of the date hereof, shall be acceptable in lieu of such copies), (iii) setting forth the incumbency of its officer or officers or other analogous counterpart who may sign the Amendment and any documents in connection herewith or therewith, including therein a signature specimen of such officer or officers and (iv) attaching a certificate of good standing of the Department of Consumer and Regulatory Affairs, Washington, D.C.

(c) *Title Bringdown.* The Bank shall have received a continuation of or endorsement to the Title Policy, which continuation or endorsement shall be in form and substance satisfactory to the Bank, shall be dated the date of this Amendment and shall indicate that since the date of the Title Policy there have been no changes in the state of title and no survey exceptions not theretofore approved by the Bank.

(d) *Amendment Fee.* The Bank shall have received payment in full of the Amendment Fee (as defined below).

6. Fees and Expenses; Amendment Fee.

(a) The Borrowers, jointly and severally, agree to pay or reimburse the Bank for all of its out-of-pocket costs and expenses incurred in connection with the preparation, negotiation, execution and delivery of this Amendment and all related documents, the performance of due diligence in connection therewith (including any field examinations, analyses or audits required by the Bank) and the consummation of the transactions contemplated thereby, including, without limitation, the fees and disbursements of the Bank's counsel.

(b) The Borrowers, jointly and severally, agree to pay to the Bank an amendment fee in the amount of \$25,000 (the "Amendment Fee"). The Amendment Fee shall be due and payable on the date this Amendment is executed by the Borrowers and shall be a condition precedent to the effectiveness hereof.

7. Confirmation of Security Interests. Each Borrower hereby confirms and agrees that all indebtedness, obligations and liabilities of such Borrower under the Loan Agreement as amended hereby, whether any such indebtedness, obligations and liabilities are now existing or hereafter arising, due or to become due, actual or contingent, or direct or indirect, constitute "Obligations" under and as defined in the Loan Agreement and are secured by the Collateral and entitled to the benefits of the grant of Liens pursuant to the Security Documents. Each Borrower hereby ratifies and confirms the terms and provisions of the Security Documents and agrees that, after giving effect to this Amendment, all of such terms and provisions remain in full force and effect. Each Borrower acknowledges and agrees that the Bank may promptly file such amendments to

such financing statements as Bank may deem reasonably necessary to maintain the perfection of its security interests in such Borrower's assets.

8. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. Counterparts. This Amendment and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. Delivery of an executed signature page to this Amendment by facsimile transmission and delivery of a scanned copy of an executed signature page in pdf. format by email shall be as effective as delivery of a manually signed counterpart hereof.

*[Signature page follows]*

**WUFG-AM 90.1 FM**

## DNC SERVICES CORPORATION

NC SERVICES CORPORATION  
Debbie Wasserman Schultz

Title: *CNAIA / PRESIDENT*

DEMOCRATIC NATIONAL COMA  
Peter Wassenaar

Title:

AMALGAMATED BANK

Name:

Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment No. 1 to Loan Agreement under seal as of the date first above written.

**BORROWERS:**

DNC SERVICES CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

DEMOCRATIC NATIONAL COMMITTEE

By: \_\_\_\_\_  
Name:  
Title:

**BANK:**

AMALGAMATED BANK

By:   
Name: David Hemingway  
Title: Senior Vice President

Federal Election Commission  
**ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS**  
The FEC added this page to the end of this filing to indicate how it was received.

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PREPARER

1/29/16  
DATE PREPARED

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